

GENERAL CONTRACT TERMS & CONDITIONS**1) SCOPE**

The work under this contract includes all materials, labor, equipment and services necessary to complete the works as specified.

2) MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the execution and completion of this work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. **It is the responsibility of the contractor to mobilize and involve more laborers and complete the job within the specified time limits.**

The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any person who is unfit or any person who is not skilled in the job assigned.

The contractor shall not employ any person below the age of 18 years to work on the job.

The contractor and their labor force should abide by the security regulations of the Consulate General, such as display of ID badges, confining to area of work, timeliness, hours of work etc., and should agree to keep the place of work tidy to the extent possible and when the job is completed, undertake to leave the site, the greenery etc., as found prior to starting the above work.

The contractor should undertake the responsibility for any accidental injuries to their labor force during the course of work, and keep the Consulate General indemnified of any claim from third parties.

Site Supervision: **Contractor shall ensure that there is a Supervisor at the site, ALL THE TIME from the date of commencement of project from the time start of the work every day till all the labors leaves the work area. Supervisor must be accompanied with a letter of authorization from the Contractor.**

3) PROJECT COMMENCEMENT AND COMPLETION

The work to be performed under this contract shall commence within three (3) days following the awarding of this contract.

The work under this contract shall be completed in ____ workdays thereafter.

Please fill in the blank

4) WORKING HOURS

Working hours for this contract shall be 8.30 a.m.to 5.00 p.m., Monday through Friday. Contractor should be prepared to work during late evenings and Saturdays/Sundays, after obtaining prior permission from the Consulate General. The labors should assemble at least 10 minutes before start of work every day. Any labors arriving after the starting time will not be allowed.

5) SECURITY CLEARANCE

After award, and once the work is scheduled, the Contractor has three calendar days to submit to the Contracting Officer /COR a list of workers and supervisors assigned to the project. The contractor should provide names of only those persons holding a valid GOI issued identify card. Each of the workers / supervisors should bring the original ID card every day to work. Additionally, it is mandatory that the Contractor complete Questionnaire for Contract Work/Projects from Regional Security Office providing details on the Supervisor assigned for the project at least 3 days before start of the project. The Supervisor will be called for a Security interview before start of the project.

Details of each individual worker on the list shall include:

Full Name

Place and Date of Birth

Present/Current local Address

Father's name

Spouse name

Hometown address

One/Any of the following Gov't ID will be valid:

Pan/ration card #; UIDAI #; Voter card #; Driver license #; Passport #

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site.

6) PENALTY CLAUSE

The contractor shall be assessed 2% of the total value for each day the work remains incomplete beyond 4 work days allotted unless prior written permission is granted by Administrative Officer/Contracting Officer. (Delays without proper justification shall not be considered ground for time extension)

Besides the above, the Consulate General reserves the right to get the work done by another contractor and charge the original contractor if any additional expenditure is incurred by the Consulate General.

Damages to, or loss of, U.S. Government and its employees property owing to contractor and their laborers negligence may result in the recovery of cost from the contractor, by the Consulate General.

It is the contractor's responsibility to restore original landscaping including planted grass, at no additional charges to the Consulate General.

7) CLEAN-UP

The contractor shall at all-time keep the premises free from accumulation of waste materials or rubbish generated during the course of work being carried out. At the completion of each workday, clear all the rubbish/ waste and all tools/equipment from in and around the building, leaving the worksite 'broom clean' or its equivalent unless more exactly specified. The scrap/waste material must be cleared to the allotted site which will be shown to the contractor. Upon failure to act as specified above, the Consulate will arrange to clear all waste/rubbish and charge the contractor upto twice the amount incurred on such an action.

8) PAYMENTS

The Consulate shall process payments on account of the contract upon receipt of written notice that the work is ready for final inspection and acceptance.

An inspection will be promptly carried out by Contracting Officer or his/her representative and if the work is found to be acceptable under the contract documents, the Contracting Officer will approve the contractor's request for payment.

The contractor should understand that no advance payment will be made under any circumstances and partial payments can be arranged, as project progresses. Payment will be made on or about 30 days from the date of receipt of proper invoice/bill.

The Contractor should forward the original invoice to the following address:

American Consulate General, 220 Anna Salai, Gemini Circle, Chennai 600006.

9) GUARANTEE

The contractor shall guarantee that all the work performed is free from any and all defects in workmanship and materials and that all installations will develop the capacities and characteristics specified.

The contractor further guarantees that if during a period of 2 years from the date of the certificate of completion and acceptance of work, any such defects will be remedied by the contractor without any cost to the Consulate General. Should the contractor fail to remedy the defects as outlined above within a reasonable length of time as specified in a notice from the Contracting Officer, the Consulate may have such work done from another source and charge the cost to the contractor.

10) GENERAL

The contractor should understand that except water and electricity, the Consulate General will not provide any assistance, such as tools, material handling equipment etc., and should use the water and electricity provided, judiciously without wasting.

11) REFERENCES (required by Contractors who are bidding for the first time on a Project in U.S. Consulate, Chennai)

Please attach your company profile which should include a list of references (job description, company name, address, phone#, contact person etc.)

12) SAFETY – The contractor is responsible for the safety of the labors. He should make sure that all the workmen shall wear the required safety gadgets like helmet, goggles, gloves, shoes, safety belt, etc., - Also see attachment for details

WE HEREBY AGREE TO ALL TERMS & CONDITIONS DETAILED ABOVE:

Name : _____ **Designation.**

Signature: _____ **Date:**

Office Seal:

Commercial terms & conditions:

Drafted: Adm/Fyaz Hussain

Technical terms & conditions:

Drafted: Adm/Maint/SShivaraman

Approved: GSO/Richard C. Damian